



# KEWAUNEE COUNTY

## REQUEST FOR PROPOSALS (RFP)

**Issuing Entity:** Kewaunee County

**Project Title:** Project Phoenix – County Manure Management & Methane Recovery Feasibility Study

**Purpose:** The purpose of this document is to provide interested parties with the information necessary to prepare and submit a proposal related to the development of a comprehensive feasibility study regarding the development of a community based approach to manure management and methane recovery in Kewaunee County, Wisconsin.

**Submittal Deadline:** Friday, February 19, 2016, 12:00 PM

**Submittal Address:** 810 Lincoln Street, Kewaunee, WI 54217

**Inquiries:** Vendor Conference Call – February 12, 2016, 1:00 PM

**Special Instructions:** Electronic copy must be received by Friday, February 19, 2016. . One (1) signed paper copy must be received no later than two (2) business days after.

**Contact:** Scott Feldt  
Kewaunee County  
810 Lincoln Street  
Kewaunee, WI 54217  
920-388-7164  
[feldts@kewauneeco.org](mailto:feldts@kewauneeco.org)

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## **1.0 GENERAL INFORMATION**

### **1.1 Introduction and Background**

Kewaunee County has been awarded a \$50,000 grant to investigate the feasibility of the development of a community based approach to manure management and methane recapture which would incorporate anaerobic digesters to address the harvesting biogas, concentrating and capturing of nutrients (NPK) and reclaiming of water for farm use or discharge.

Kewaunee County is located in Northeast Wisconsin and is one of the leading dairy producing counties within the State of Wisconsin. According to the Wisconsin 2015 Agricultural Statistics, Kewaunee County has approximately 167 dairies, totaling 98,000 cattle (calves, dairy, beef, and heifers), which produce approximately 650 million gallons of liquid manure annually.

Intertwined in this agricultural dominant landscape are a growing rural sprawl and a unique karst bedrock aquifer, which provides little protection to the groundwater in which residents solely rely on for their drinking water. Therefore, both surface and ground water quality have been a major concern in Kewaunee County. Ongoing research has indicated approximately 34% of tested wells are unsafe for drinking from either bacteria (coliform and/or E-coli) and/or high nitrates. Furthermore, in 2015, Kewaunee County now has 3 major rivers (Kewaunee, Ahnapee, and the East Twin River) on the Wisconsin Department of Natural Resources (DNR) impaired list due to excess phosphorus, bacteria (fecal coliform), nitrogen, turbidity, and sedimentation. Agriculture, including livestock operations, is a contributing factor towards these excessive nutrient and sediment loads.

What has become a critical problem is manure storage space. Average on farm storage capacity in WI is between 220 and 280 days for those having lagoons. Even if lagoon capacity reached 365 days, variable weather patterns still create application challenges which can shorten the application window by 50% or more in a given year creating a need to apply during winter or frozen ground out of necessity or apply liquid manure in unfavorable weather conditions. Most farms need to empty storage lagoons during a very tight window in spring and fall when timing of application is not optimum for plant uptake of nutrients increasing the likelihood of environmental impact. Most manure (nutrients) is applied at non-peak nutrient uptake by crops.

The manure waste stream is 90 - 95% water which creates significant impacts on farm budgets (hauling & spreading) is near 2 cents per gallon. The excessive weight issues of manure hauling vehicles cause significant maintenance issues on the counties roads and bridges and also cause compaction problems on farm fields leading to reduced infiltration and increased runoff.

The cost of hauling manure is a primary factor that has increased both land prices and land rental rates in the area. The high cost of transportation and application (between \$150 and \$250 per cow) means that livestock producers are willing to pay a higher up front rental cost to avoid the expense of hauling feed and manure longer distances. Annual cropland rental rates have reached as high as \$300 (+) per acre. According to UWEX analysis, the break-even distance to haul manure is 4 – 8 miles, depending on nutrient content and fertilizer prices.

Several previous efforts have been undertaken in an effort to reduce nutrient and sediment loads within Kewaunee County. All documents are located at the Kewaunee County Land & Water Conservation Department

- Kewaunee River Watershed Final Report, February 1978; United States Department of Agriculture Soil Conservation Service.
- Nonpoint Source Control Plan for the Red River / Sturgeon Bay Watershed Project, August 1996
- Final Report of the Northeast Wisconsin Karst Task Force, February 2007, <http://learningstore.uwex.edu/Assets/pdfs/G3836.pdf>
- Kewaunee County Farmland Preservation Plan, 2007
- Land & Water Resource Management Plan, January 1, 2010 – December 31, 2019
- 2013 – Present: Investigating Intra-annual Variability of Well Water Quality in Lincoln Township; Kewaunee County & University of Wisconsin-Stevens Point
- 2015 – Present: Assessing Groundwater Quality in Kewaunee County, Wisconsin; University of Wisconsin – Oshkosh & USDA-Agricultural Research Service

Kewaunee County has recently partnered with the Wisconsin Department of Natural Resources (DNR), Environmental Protection Agency (EPA), and Natural Resources Conservation Service (NRCS) to assemble state and federal workgroups to initiate planning processes to identify, define, and implement best management practices to work towards manure management and clean drinking water. These efforts have been in conjunction with our local County Groundwater Task Force, which works to assist in local education for landowners and producers on our water quality issues.

The advisory committee has assembled the following scope of work, and funding necessary, to complete a comprehensive feasibility study related to the development of a community based manure management system with methane recovery and use in Kewaunee County.

### **1.2 Issuing Entity**

This Request for Proposal (RFP) is issued by Kewaunee County, who will serve as the sole point of contact during the selection process. The person responsible for managing the RFP process is Scott Feldt, County Administrator. The contract resulting from this RFP will be administered by Kewaunee County. The contract administrator will be Scott Feldt, County Administrator.

### **1.3 Definitions**

The following definitions are used throughout the RFP. **Proposer/vendor** means a firm submitting a proposal in response to this RFP. **Contractor** means proposer awarded the contract.

### **1.4 RFP Clarifications/Revisions**

**Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before Wednesday, February 10, 2016 to:**

Scott Feldt  
Kewaunee County  
810 Lincoln Street  
Kewaunee, WI 54216  
VOICE: (920) 388-7164 FAX: (920) 388-7101  
E-MAIL: [feldts@kewauneeco.org](mailto:feldts@kewauneeco.org)

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Kewaunee County web site at [www.kewauneeco.org](http://www.kewauneeco.org).

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements, or revisions thereof.

### **1.5 Vendor Conference Call**

1. Vendors who anticipate responding to this Request for Proposals are encouraged to provide Kewaunee County with a **notification of intent to propose** by close of business on February 10, 2016, notification may be sent via email to [feldts@kewauneeco.org](mailto:feldts@kewauneeco.org).

2. An optional **vendor conference call** will be held on **Friday, February 12, 2016 at 1:00 p.m.** to provide any needed additional instruction to proposers/vendors on the submission of proposals and to respond to questions. All vendors who intend to respond to the RFP are encouraged to participate the optional proposer/vendor conference call.

3. If you are unable to attend the conference call, written questions may be submitted in advance of the Vendor Conference Call, **Wednesday, February 16, 2016** to:

Scott Feldt  
Kewaunee County  
810 Lincoln Street  
Kewaunee, WI 54216  
VOICE: (920) 388-7164 FAX: (920) 388-7101  
E-MAIL: [feldts@kewauneeco.org](mailto:feldts@kewauneeco.org)

4. Post conference call questions, directed to the contact information provided above, will be accepted through end of business on **Tuesday, February 16, 2016**. Responses to these questions will be posted online ([www.kewauneeco.org](http://www.kewauneeco.org)) as an addendum **by no later than Wednesday, February 17, 2016**.

### **1.6 Calendar of Events**

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by Kewaunee County. In the event that Kewaunee County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the Kewaunee County web site: [www.kewauneeco.org](http://www.kewauneeco.org). There may or may not be a formal notification issued for changes in the estimated dates and time

**DATE EVENT**

February 1, 2016	Date of issue of the RFP
February 10, 2016	Notice of intent deadline
February 10, 2016	Last day for submitting written pre-conference call inquiries
February 12, 2016	Vendor conference call
February 16, 2016	Last day for submitting written inquiries
February 17, 2016	Supplements or revisions to the RFP posted on the Kewaunee County web site at <a href="http://www.kewauneeco.org/">www.kewauneeco.org/</a>
February 19, 2016	Proposals due from vendors
March 1, 2016	Notification of intent to award March 1, 2016
June 10, 2016	Final Draft of Feasibility Study to be received

**1.7 Contract Assignment**

This contract and any part thereof shall not be subcontracted without prior written approval of Kewaunee County.

**2.0 SCOPE OF WORK****2.1 Project Focus**

This study will focus on the feasibility of developing a farm cooperative owned and operated based system for manure management, water and methane recovery to support, at a minimum, at least three local CAFO dairies in Kewaunee County. These three dairies support approximately 14,000 head of livestock. It is imperative that additional non-CAFO farms are included in the process if at all possible with the maximum number of cattle to be impacted to reach 18,000. It is preferred the initial hub being established in a township that is most vulnerable to contamination due to Karst featured land.

**2.2 Scenarios**

Overall, the County wants to understand the feasibility of a hub and spoke system that would process manure at several sites across the county utilizing the major CAFOs as hubs with smaller spoke farms processing their manure at those hubs. It envisioned there would be up to 8 of these farm operated cooperative processing hubs

The feasibility study will evaluate a fully integrated manure processing system to include; harvesting biogas, concentrating and capturing the nutrients (NPK) and reclaiming the water for farm use or discharge. The study will focus on the feasibility of potential uses of the biogas to include, thermal energy, electric power and CNG.

The study must also consider the use of the Kewaunee County Landfill site specifically with regards to the use of the existing and projected biogas production from the landfill. Also, at the Landfill site it is envisioned there could be a manure processing and pelletizing facility

Alternatives will be developed and evaluated in a manner that:

- (a) Maintains compliance with applicable environmental regulations, including permit and/or siting requirements and conditions; and
- (b) Recovers methane gas suitable for sale, generation of electricity, or other beneficial use; and
- (c) Recovers solids; and

(d) Maximizes recovery of nutrients so farmers can utilize nutrients as directed by their soil tests and nutrient management plans, and identifies how extra nutrients can be used in other beneficial ways.

### **2.3 Goals**

The following project goals have been identified and should be given full consideration by proposers as they develop each scenario:

- Strengthen livestock industry while protecting water quality as related to manure management
- Financially feasible – minimal cost to participating farms
- Reduce the amount of water to spreading
- Refine manure so that the nutrients are separated and in a condensed form, so farmers can use the nutrients their soil tests call for and as directed by their nutrient management plans, while marketing any extra nutrients
- Outlet for manure at times of the year when field and weather conditions are likely to increase run off and impact to surface waters
- Reduction of greenhouse gases
- Odor reduction
- Encourage regional collaboration and market development for renewable energy technologies
- Establish energy contracts to bio gas producers that are financially feasible (e.g. net metering contracts, power purchase agreements)
- Provide opportunities for community education and the potential for related, future employment

### **2.4 Issues**

The following issues should be considered and discussed within the evaluation of alternatives for each scenario:

- System ownership and operator
- Management and business structure of business
- Off-farm location vs. on-farm of a participant
- Land purchases
- Pumping/piping manure
- Pipe transportation issues
- Pumped/piped vs. hauled manure
- Road and transportation – costs, spills, wear & tear of roads
- System size – multiple small systems vs. one larger system
- Equipment requirements of participating farmers and associated costs
- Restraints of the system to handle different types of manure
- Capability of system to handle variation in volume of manure
- System requirements or limitations to handle sand bedding
- Incorporation of combined heat and power
- Ease of system operation System past performance record
- System labor requirements and associated costs
- System maintenance and associated costs
- Operator education/training requirements
- Manure management benefits/disbenefits
- Nutrient management benefits/disbenefits
- Options for use of solids to eliminate land application of solids – bedding, compost, marketable products



- If solids used as bedding – quantity generated, how optimize for minimal somatic cell impact, cost comparison with current bedding practices on local farms
- If solids used as something besides bedding – quantity generated, income potential
- Return of nutrients to participating farms to optimize nutrient needs for crops but minimize impact to water quality
- Characterize land application operational/equipment changes needed
- By-products handling (return of liquid, solids, biogas, heat to participating farms; handling of by-products for sale)
- Revenue/expense allocation
- Markets for: electricity/heat/vehicle fuel/solids/liquids/compost/tax credits/greenhouse tax credits/renewable energy certificates
- Ownership of renewable energy certificates
- Availability and terms of an electrical power purchase agreement
- Benefits of anaerobic digester renewable energy technology that could be replicated in other areas of Wisconsin and the Midwest region
- Capability of system to expand should more farms participate in the future
- Capability of system to accept non-farm substrates and expand if substrate market increases
- If non-farm substrates are accepted, control of quality & content
- Availability of non-farm substrates
- Can tipping fees be assessed for non-farm substrates, on whom and how
- Impact to community if non-farm substrates are accepted
- Impact of system accepting non-farm substrates on solids/liquids returned to participating farms, marketed solids/liquids, and, if applicable, renewable energy certificate markets
- Animal disease
- Contamination liability
- Bio-security
- Odor
- Insurance – who needs insurance, what type(s) and how much
- Safety
- Public/private funding sources for construction
- Other funding sources including available government grant programs

## 2.5 Base Information

Alternatives analyzed for each scenario shall include the following information:

- Description of the system, including its basic design and process flow line
- Description of proposed technology, and examples of its use in other manure management projects and/or renewable energy production projects, or the status of its development if it is not yet commercial
- Description of by-products, their quantity, characteristics including nutrient value, and their potential uses, either on the farm, at existing markets or markets yet to be created. At a minimum, these are to include:

### Separated Solids

- spread on farm land
- compost and use for non-farm uses
- use for dairy or other livestock bedding
- marketable product – describe product and available markets
- other

#### Liquids

- use on farm for irrigation or other use
- treatment then discharge
- other

#### Recovered nutrients

- use on farm – describe expected uses
- marketable product – describe product and available markets
- other

#### Biogas

- Electricity – describe process needs, expected quantity and available markets
- Vehicle fuel – describe process needs, expected quantity and available markets
- Heat – describe process needs, expected quantity and available markets

- Description of environmental emissions and impacts from proposed system to surface waters, groundwater, land and air, and the permits required for compliance with existing federal, state and local requirements
- Description of the destruction of, or carryover of, disease organisms in system byproducts
- Descriptions of any local substrates that could be added to the system and the effect on the operation and economics of the system. Include description of any environmental benefits/disbenefits associated with use of substrates. Identify any permits needed to manage substrates in the system.
- A description of transportation requirements and costs for delivering the manure to a centralized location.
- A description of equipment, infrastructure changes, and costs to pipe/pump manure instead of transporting manure to a centralized location. Identify limitations on piping/pumping system.
- A description of equipment, infrastructure changes, and costs associated with any changes to current manure management practices at the participating farms.
- A description of equipment, infrastructure changes, and costs associated with the biogas collection system and energy generation for the participating farms or other ownership entity.
- A description and quantification of expected energy benefits recognized from implementation of a community based system and identification of who will receive these benefits. Benefits should include consideration of energy use on the farms, sale of energy, and renewable energy certificates.
- Description both of *pro forma* capital costs, and a *pro forma* 5 year-by-year estimate of operating costs and revenues, with a sensitivity analysis of the impact of major costs and revenues. Capital costs should include a reserve for decommissioning of the system at the end of its useful life. Operation costs shall include any monitoring of material inflow and output as well as environmental monitoring. Maintenance costs shall include equipment rebuilding and replacement costs in addition to regular operation and maintenance. Revenue analysis should include a projected potential for future income and/or sale of the electricity generated, as well as sale of the beneficial solid material end products, e.g. composted material.

- A calculation of the cost of harvesting and processing solid materials for animal bedding and any associated costs incurred by a farmer in such use. Comparison of this cost calculation to currently used bedding materials and associated costs of these materials.
- Perform a nonmonetary evaluation of alternatives considering, but not limited to, reliability, flexibility, ease of construction, ease of operation, and environmental soundness.
- Any economic analysis or cost should include identification of the associated confidence level.

## **2.6 On-Farm Manure Management**

For each farm included in this study the following issues of manure management shall be determined and considered.

- A calculation of current manure handling costs for each farm, expressed on a per animal unit basis.
- Costs shall include but are not limited to the following:
  - handling of manure within the barn
  - pumping manure to storage
  - storage
  - loading of removal vehicle
  - transportation to field
  - land application costs
- A forecast of future manure management issues facing the farms involved in the study area based on estimated growth of herd sizes, nutrient management requirements including but not limited to new state CAFO rules, and future land uses.
- A comparison of the prior calculation for current manure handling costs to manure handling costs associated with each alternative.
- An estimate of current use of electricity in participating dairy operations and forecast for potential avoided costs (from use of self-generated power) and potential revenues that may be earned from sale of excess electricity generated.

## **2.7 Financial Assistance**

Identify sources and potential levels of financial assistance for both capital costs and operating costs. Identify any limitations on level of funding and time periods associated with funding availability. Consider federal, state, local and private funding opportunities.

## **2.8 Business Structure**

For each alternative identify potential business structures and associated advantages and disadvantages. Business structures evaluated should include, but are not limited to, single farm ownership, multiple farm ownership, third party ownership, and combination of farmer/third party ownership. The evaluations should consider impacts to current business structures of participating farms and identify opportunities for future employment.

### **3.0 PREPARING AND SUBMITTING A PROPOSAL**

#### **3.1 General Instructions**

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired. **There is a 20-page proposal limit.** Resumes of key staff, and Attachments A, B, C and D are not included within the 20-page limit.

#### **3.2 Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated within the proposal as such. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

#### **3.3 Incurring Costs**

Kewaunee County is not liable for any cost incurred by proposers in replying to this RFP.

#### **3.4 Submitting the Proposal**

**Proposers must submit one (1) signed original paper copy and one (1) electronic copy of all materials required for acceptance of their proposal by 12:00 PM, February 19, 2016 to:**

Kewaunee County  
Attn: Project Phoenix  
810 Lincoln Street  
Kewaunee, WI 54216

The electronic copy should be one (1) PDF document. Proposals may be sent electronically. In all cases, proposals must be received in the above office by the specified date and time stated above. Paper copies of the proposal will be accepted shortly after the deadline. All proposals must be packaged, sealed and show proposer's name and address on the outside of the package.

#### **3.5 Proposal Organization and Format**

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be clearly identified or separated by tabs. **The RFP sections which should be submitted or responded to are defined below, and further explained in Sections 5, 6 and 8.**

Introduction

Response to General Requirements

- Organization Capabilities & Structure
- Staff Qualifications

Methodology

Technical Approach

Timeline

Cost Proposal

#### Required Forms

- Attachment A Signature Affidavit
- Attachment B Vendor Data Sheet
- Attachment C Reference Data Sheet

### 3.6 Multiple Proposals

Multiple proposals from a vendor will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

### 3.7 Oral Presentations

Selected vendors may be required to make oral presentations to supplement their proposals.

## 4.0 PROPOSAL SELECTION AND AWARD PROCESS

### 4.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 3.0 are met, and if additional mandatory requirements are met (see Section 5.0). Failure to meet mandatory requirements make result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, Kewaunee County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

### 4.2 Proposal Scoring

Accepted proposals may be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references and may require oral presentations, and use the results in scoring the proposals.

### 4.3 Right to Reject Proposals and Negotiate Contract Terms

Kewaunee County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, Kewaunee County may negotiate a contract with the next highest scoring proposer.

### 4.4 Evaluation Criteria

The proposals will be scored using the **Percent** following criteria: **Description**

Adherence to RFP guidelines (Sections 3, 5, 6 & 8)	5%
Participation in vendor conference	5%
Experience in providing similar services	
Team	10%
Project Manager	5%
Proposer References	10%
Methodology (clarity, efficiency, etc.)	20%
Technical Approach	25%
Cost	20%

#### **4.5 Award and Final Offers**

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

#### **4.6 Notification of Intent to Award**

As a courtesy, Kewaunee County may send a notification of award memo to responding vendors at the time of the award.

### **5.0 GENERAL PROPOSAL REQUIREMENTS**

#### **5.1 Introduction**

Provide an overview/history of the firm. If additional firms will be partnering with you in completing the called for activities, please provide a clearly defined management structure.

#### **5.2 Organizational Capabilities**

(a) Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.

(b) Describe the availability of assigned personnel to provide service in an efficient and timely manner.

(c) Identify from what location your firm will provide services to Kewaunee County.

#### **5.3 Staff Qualifications**

Provide resumes describing the educational and work experiences for the Project Manager and each of the key staff who would be assigned to the project.

#### **5.4 Methodology**

Please provide an overview of the processes that you will undertake, peripheral entities/agencies that you will engage and information/data that you will seek in completing this feasibility study. This section should provide reviewers of your proposal with a thorough understanding of how you propose to develop the basis of this feasibility study.

#### **5.5 Technical Approach**

Please provide an overview of how you plan to incorporate all components of Section 2.0 within your study; specifically your approach in developing scenarios, addressing issues, building business plans, identifying best technologies, cost-effectiveness, compliance with state and federal laws, etc. This section should provide reviewers of your proposal with a thorough understanding of what consideration will be made and the process of coming to a final recommendation for incorporation within the document.

#### **5.6 Timeline**

Please provide a visual timeline, incorporating significant milestones within the planning effort, as well as a not to surpass completion date. Please note that the study **MUST** be completed by no later than June 10, 2016.

### **6.0 COST PROPOSAL**

#### **6.1 General Instructions on Submitting Cost Proposals**

Include within your proposal a competitive bid for the completion of the called for services. Bid should be comprehensive, including staff, travel, administrative, and miscellaneous expenses necessary to complete this feasibility study.

#### **6.2 Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 90 days starting on the due date for proposals.

### **7.0 SPECIAL CONTRACT TERMS AND CONDITIONS**

#### **7.1 Payments**

A payment schedule will be developed within the contract.

#### **8.0 REQUIRED FORMS**

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 3.0. Blank forms are attached.

**ATTACHMENT A – SIGNATURE AFFIDAVIT**

**ATTACHMENT B – VENDOR DATA SHEET**

**ATTACHMENT C – REFERENCE DATA SHEET**

## ATTACHMENT A – SIGNATURE AFFIDAVIT

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees that the price provided will remain fixed for a period of ninety days.

The undersigned, submitting this proposal, hereby agrees with all the terms & conditions as depicted in Attachment D.

_____ Name (Type or Print)	_____ Title	
_____ Signature	_____ Firm	
_____ Address: (Street, City, State, Zip Code)		
_____ Telephone	_____ Fax	_____ E-Mail
_____ Date		



ATTACHMENT B – VENDOR DATA SHEET

**1. Proposing Company Name** \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

**2. Contact Person in the event there are questions about your proposal**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

**3. Mailing address where contracts are to be mailed and the person that will be responsible for billing.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

## ATTACHMENT C – REFERENCE DATA SHEET

### FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT INFORMATION: \_\_\_\_\_

SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT INFORMATION: \_\_\_\_\_

SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT INFORMATION: \_\_\_\_\_

SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_

## **ATTACHMENT D – TERMS & CONDITIONS**

**APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), bids and all other transactions whereby Kewaunee County acquires goods or services, or both.

a. **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

b. **DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

c. **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Kewaunee County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

d. **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor’s letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

e. **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

f. **QUANTITIES:** The quantities shown on this request are based on estimated needs. Kewaunee County reserves the right to increase or decrease quantities to meet actual needs.

g. **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. Kewaunee County will reject shipments sent C.O.D. or freight collect.

h. **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. The unit price shall govern in the bid evaluation and contract administration.

i. Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

ii. Submission of a bid constitutes bidder’s certification that no financial or personal relationship exists between the bidder and any Kewaunee County official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

i. ACCEPTANCE-REJECTION: Kewaunee County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of Kewaunee County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to Kewaunee County.

i. Bids **MUST** be received by Kewaunee County on or before the date and time that the bid is due. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

j. METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

k. ORDERING/ACCEPTANCE: A formal contract, containing all provisions of the contract, signed by both parties shall serve as notice of acceptance of bid.

l. PAYMENT TERMS AND INVOICING: Unless otherwise agreed, and included within a contractual agreement, Kewaunee County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

m. NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by Kewaunee County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by Kewaunee County while any such default or breach shall exist shall in no way impair or prejudice the right of Kewaunee County with respect to recovery of damages or other remedy as a result of such breach or default.

n. TAXES: Kewaunee County is exempt from payment of all federal tax and Wisconsin state sales taxes on its purchases.

o. GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

p. APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin. Vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

q. ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Kewaunee County.

r. NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

i. The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

ii. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

iii. Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

s. **PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The vendor guarantees goods sold to Kewaunee County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against Kewaunee County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

t. **INSURANCE RESPONSIBILITY:** The successful vendor shall:

i. Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

ii. Indemnify, hold harmless and defend Kewaunee County against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which Kewaunee County may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with Kewaunee County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Kewaunee County. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

iii. At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. Kewaunee County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish Kewaunee County with a certificate of insurance listing Kewaunee County as an additional insured and, upon request, certified copies of the required insurance policies.

iv. Kewaunee County reserves the right to require higher or lower insurance limits where County deems necessary.

v. In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub-vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

u. **CANCELLATION:** Kewaunee County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve Kewaunee County of its responsibility to pay for services or goods provided or furnished to Kewaunee County prior to the effective date of termination.

v. **CONFIDENTIAL AND PROPRIETARY INFORMATION:** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret must be identified as such within your proposal.

w. RECYCLED MATERIALS: Kewaunee County desires to purchase products which incorporate recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

x. RECORDKEEPING AND RECORD RETENTION: All records must be kept in accordance with generally accepted accounting procedures. Kewaunee County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.